HINDUSTAN AERONAUTICS LIMITED
HAL HOSPITAL
BANGALORE COMPLEX

TELEPHONE : 080- 22328050
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SURANJANDAS ROAD
VIMANAPURA POST
BANGALORE – 560 017
INDIA

REF NO:- EPROC/635/14/5372/R **DATE : 13 Aug-2015**

Sir / Madam,

Please upload your quotation along with relevant information for the following item in the E-procurement portal of HAL (eproc.hal-india.com):

SL NO	DESCRIPTION	QUANTITY
01	Supply, Installation and Commissioning Of Basic Arthoscopic Instruments (technical specification enclosed)	List of 12 Items as enclosed at Annexure – I With Individual Quantities of each items.

Any queries or correspondences other than submission quotation should be sent to our email-id: cmimm.medical@hal-india.com.

You are requested to quote in two bid system (Technical Bid & Price Bid).

The Technical bid should contain only the compliance matrix to the HAL's technical specification (placed at Annexure-B), catalogues/ brochures of the product, point-wise compliance statement against all tender conditions and any relevant product information other than the pricing to be submitted in Technical bid. Any additional relevant information to be uploaded separately and should be available during the Technical Bid opening. **Technical Bid which includes pricing will summarily be rejected. The prices should be submitted only in the price bid.**

Price/Commercial Bid should include the duly filled price schedule format attached at Annexure –A and other commercial terms and conditions.

The Bid must be submitted online through HAL's "e-Procurement system" at https://eproc.hal-india.com. Bidder shall submit both "*Technical Bid*" and "*Price Bid*" through HAL's e-Procurement Portal only. Bids submitted in any other form, such as courier/ post/ in-person/ fax/ telegram/ telex, shall not be accepted against this Tender.

Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "*Due Date & Time of Bid-Submission*" of the Tender as HAL's "e-Procurement System" at https://eproc.hal-india.com will not allow submission of bids once the closing date and time of the Tender (i.e. Due Date & Time of Bid-Submission) is reached. HAL shall not be responsible, if bidder is un able to submit the bid on account of failure in network / internet connection at bidder's end.

Tender Schedule:-

Sl No.	Activity	Date	Time
1	Tender closing (**Last date for submission of bids**)	03-Sep-15	23.55 hrs
2	Tender opening dates		
	a) Technical Opening	04-Sep-15	10.00 hrs
	b) Commercial/ Price bid opening	Will be intimated later to the technically qualified bidders.	

The Commercial Bids of only those firms, whose technical bids are found to be technically acceptable, will be opened.

Conditions:-

1. **PRICE:** i) a)**Foreign Bidders -** Price quoted should be net FOB / FCA, export packed / FAS Vessel with no extra charge whatsoever. The quoted price should include equipment cost, all standard and other accessories in order to meet the tendered specification. If, for special reasons, bidder prices are Ex-Works or F.O.B. plant, bidder must prepay inland transportation's. Port dues and shipment charges up to F.O.B. vessel at port of shipment and claim this amount of actual along with the price of the goods through bank. Bidder's quotation should indicate clearly the extent of such charges.

b) **Indian Bidders** - Price quoted should be FOR HAL HOSPITAL, including all transportation, insurance and should include equipment cost, all standard and other accessories in order to meet the tendered specification.

ii) Price schedule is attached at Annexure-A. Price Bid will be evaluated based on the information provided in the formats Annexure-A

iii) In case Bidder has entered into Rate Contract with DGS&D, the Rate Contract, reference to be sent to HAL along with the quotation. Bidder is required to certify that prices quoted are the same as applicable to DGS&D and other Government Departments. DGS&D Rate Contract holders should state whether they are agreeable for supply at DGS&D Rate Contract Rates in the event of placement of order by us on HAL's own order form.

iv) In case an imported item is quoted by the bidder, the prices quoted should be in the currency of the country of supply. HAL reserves the right to avail Custom duty exemption on imported item. To avail the exemption, HAL will provide Custom duty exemption certificate (if applicable) to the Bidder. Bidder shall submit the invoice of foreign supplier prior to release of custom duty exemption certificate by HAL. Bidder is advised to quote both the rates (with custom duty exemption and without custom duty exemption). HAL reserves the right to select any of the option for commercial evaluation and ordering.

2. Any order, resulting from the enquiry, shall be governed by the General Terms and Conditions of Contract of HAL and any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions and to have quoted subject to these terms and conditions.

3. When counter terms and conditions of business have been offered by a bidder, HAL shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL.

4. No condition and terms, notice of which has not been given in this enquiry by parties submitting quotations, will be considered by HAL, if put forward in subsequent correspondence, after acceptance of the orders etc.

5. Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of 120 days from the closing date of enquiry and the material offered should be kept under provisional reservation for this quotation.

6**. Taxes:** a) Applicability of the taxes (Sales Tax, Excise Duties, Octroi etc) should be explicitly indicated by the bidder in his response either in percentage or in absolute terms. In the absence of this input the offer would be considered all inclusive.

b) Excise Duty: Excise Duty will be paid only on production of sufficient documentary evidence or a certificate from the Supplier for having paid the Excise Duty at actual. The present rate and tariff details should be indicated.

c) In respect of Foreign bidders, bidders has to bear all taxes, duties and levies payable in their country and HAL will bear all statutory levies, other than withholding tax and service tax, payable in India.

Withholding Tax

i) HAL would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India. (Generally on the amounts towards services like training, technical assistance offered by the bidder and license fees). As per the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to this effect will be issued to the bidder on deduction of such amounts, if applicable.

ii) Bidder should bear the applicable withholding income tax in India. Tax would be deducted at source by HAL as per DTAA where the bidder could claim the benefit of double taxation in their country as per the bilateral agreement between the two countries. Certificate to this effect would be issued by HAL to
enable the bidder to claim the benefit under DTAA.

iii) Bidder is required to indicate the PAN No. issued by Indian Income Tax Authorities.

7. DELIVERY: All supplies should be effected within 4 – 6 weeks from the date of our confirmed P.O. However, we request you to quote earliest possible delivery.

i) Please confirm whether the item/equipment quoted/ offered is of the shelf or to be manufactured specific-to-type. If the items / equipment is manufactured specific-to-type, bidder to quote firm delivery schedule taking into consideration of the period actually required based on the complexity of the equipment.

In the event of an order, HAL reserve the right to claim towards liquidated damages on the undelivered part of the order. This clause will be strictly followed by HAL. Therefore your delivery schedule should be firm and definite.

ii) In case of Foreign Bidder, please indicate status of export permit based on the present rules / regulations of your country and normal time frame for obtaining such export permission if an order is placed on you in near future and the same should be covered within the delivery schedule indicated.

iii) If installation and commissioning of the equipment is applicable and to be done by supplier at HAL site, bidder to indicate the period required for the above job from the date of intimation of readiness of site at our premises.

iv) Bidder to note that the delivery schedule should be for:

a) Period required for the delivery / dispatch of equipment including pre-dispatch inspection if called for and

b) Period required for installation and commissioning of the subject equipment after intimation from HAL about readiness of the site.

8. **PAYMENT TERMS: -** 100% payment within 30 days after receipt and acceptance.
All the payments shall be released through RTGS / NEFT.

9. All statutory levies as applicable in India at the time of supply will be borne by HAL.

10. **INSTALLATION, COMMISSIONING AND PROVE-OUT :** If required, Supplier has to install and demonstrate the system at HAL.

11. SAFETY CODE TO WORKMEN DURING INSTALLATION / COMMISSIONING:- You are requested to ensure all safety precaution of your personnel while installation / commissioning of equipment to prevent any accident. In case of any accident, HAL shall not be responsible for loss caused to your personnel and property. Also the contractor shall at his own expense cover up and protect from any cause for the protection of the work & materials belongs to HAL. Any damage caused must be made good by the contractor at his own expense.

12. HAL is not bound to accept the lowest or any quotations and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and you must supply the same at the rate quoted.

13. **LIQUIDATED DAMAGES:** In the event of an order, we reserve the right to collect a sum of 0.5% per week of delay or part thereof, subject to a maximum of 10% as our claim towards liquidated damages on the undelivered part of the order.

14. **WARRANTY:** All systems and accessories should be 1 year comprehensive warranty from the date of acceptance against all design, material or manufacturing defects. Any defects to be rectified / defective parts are to be replaced, free of cost. During warranty minimum uptime of 95% shall be ensured failing which warranty period shall deem to be proportionately extended.

16. **TENDER EVALUATION:**

a) The tender will be evaluated on the complete scope of supply as per Technical Specification.

b) If the bid is in foreign currency, foreign currency exchange rate as on date of bid opening shall be considered for comparative price statement in Commercial evaluation. Bid with lowest price conforming to the specification will be considered for placement of order.

c) In addition to price, the most advantageous bid will be ascertained on the basis of :

i) terms of Delivery ii) Payment terms iii) compliance to commercial terms and conditions.

The evaluation will be based on landed cost at the Division by including freight charges, applicable taxes, and duties to the base price quoted by the vendors.

d) If two or more bidders quote the same price, HAL reserves the right to seek revised offer from the same bidders and placing order on revised L-1 offer. If same situation prevails then HAL reserve the right to place order on any of them.

e) Conditional discounts will not be considered in evaluation of tender.

f) Loading factor of 5% shall be considered while preparing Price Comparative Statement for bidders who have not agreed for submission of Security Deposit, if applicable.

g) In case of bidders not agreeing for LD clause, the maximum LD amount / to the extent not agreed LD value, will be loaded in the Comparative Statement, to determine the successful bidder.

19. Please indicate in your tender, whether stores newly manufactured are offered. Where newly manufactured stores are offered and on inspection it is found that reconditioned stores or parts have been used, such stores will be rejected at the contractor's risk and expense.

20. **FALL CLAUSE:** The price quoted should be in no event exceed the lowest price at which you sell the stores or offer to sell stores of identical description to any persons/organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India /State Govt. as the case may be during the period till the completion of the performance of the order placed and during currency of the order.

If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the Hindustan Aeronautics Limited and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.

21. **IMMUNITY TO GOVERNMENT OF INDIA:** It is understood and agreed that the government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and General Principles Contract Law. The vendor shall agree , acknowledge and understand that HAL is not an agent , representative or delegate of the government of India .It is further understood and agreed that the government of India is not and shall not be liable for any acts , omissions , commissions breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives releases and foregoes any and all actions or claims against the Government Of India arising out of this contract, not to sue the government of India as to any manner, claim, cause of action or any thing whatsoever arising out of or under this agreement.

22. **ARBITRATION:** All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operating or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

23. **JURISDICTION:** The court at Bangalore only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of the contract in the event of placement of the order.

24. **AGENTS / AGENCY COMMISSION:** The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present

declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.

25. INFLUENCING THE TENDER: After the bids are opened, Bidder shall not provide any information or send any correspondence, unless asked by HAL in writing. Providing unsolicited information, after the bids are opened, will be construed as disrupting the tender procedure and also may result in rejection of the bid.

26. SUPPLY OF ALTERNATIVE ITEM: In case bidder is quoting for an alternative part number it should be confirmed that the offered part is fully interchangeable with the required part. Applicable descriptive literature/catalogue if any may please be enclosed by the bidder with offer.

27. SUPPLY OF SAMPLES: Samples submitted for any reasons shall be supplied without charge and freight paid and without any obligation on the purchaser as regards safe custody. All samples submitted submitted must be clearly labeled with the contractor's name and address and tender number, if the contractor submits the samples with his tender the same shall not govern the standard supply except when it has been specifically stated in the purchase order that it is accepted instead of any sealed pattern. Should certified samples be lent to a contractor by HAL the contractor is responsible for the return in the perfect order of all certified samples with the labels intact.

ADDITIONAL CONDITIONS FOR CAPITAL ITEMS ENQUIRY

01 The offer should be as per the specification mentioned in our enquiry.
02 The rates quoted should be as applicable for Government Hospitals/Institutions.
03 Please quote for DOOR DELIVERY-HAL HOSPITAL basis.
04 Bids received in different currency will be converted to Indian Rupees . The foreign currency exchange rate for conversion will be adopted as per the Reserve Bank of India as on actual date of Commercial Bid opening .
05 Please submit your quotation in Bid/Two Bid system.
06 Warranty : Unless specifically mentioned warranty is applicable as per clause no – 14 of Conditions of Tender .
07 The vendor shall provide onsite installation , technical support and training at no extra cost .
08 The vendor shall ensure the availability of spares and service of the offered products for a minimum period of ten years .The vendor shall provide cost of AMC and CMC separately for the post warranty period .The HAL reserves the right to place the order for AMC/CMC as deemed fit .
09 Please confirm in writing in the quotation for accepting HAL terms & conditions. If nothing is given in writing then it will be presumed that all the T&C of HAL is acceptable to you.
10 **HAL accepts quotations from OEM only** . **Please confirm in your quotation whether this product is your manufactured or marketed product. Dealers / Stockiest should submit/upload the quote along with the authorization letter from the OEM / Manufacturer . Dealers / Stockiest quote without authorization letter from OEM / Manufacturer will be summarily rejected. One copy of the authorization letter should be attached outside the cover in case of manual tender**.
11 Please indicate in your tender , the items offered are newly manufactured and are not resold (2nd sale). Where newly manufactured items are offered and on inspection it is found that reconditioned items or parts have been used , such items will be rejected at the contractor's risk and expense .
12 If the Liquidated Damages clause is not agreed by the vendor , the extent of percentage not agreed upon will be loaded on the quoted price during commercial evaluation of the bids for ascertaining the lowest bidder .
13 Please send regret letter without fail mentioning the reasons for not quoting.

14 We reserve the right to place Repeat Order with the same T&C within the period of one year from the date of receipt at HAL. Please confirm your acceptance.

Special Notes:

1. The quotation should be comprehensive against specification. Deviations if any, should be clearly highlighted with necessary clarification.
2. Where numerical values are required to be quoted, the comments like “YES, AGREED, WILL BE GIVEN AT THE TIME OF SUPPLY, CONFIRMED, WILL BE CONFIRMED” are not acceptable.
3. Catalogues / Datasheets should be provided for the offered equipment and all the claims in the Technical compliance sheet placed at Annexure-B should be supported by documentary proofs.
4. **Deviations, if any, against the terms and conditions of RFQ to be clearly highlighted else it will be construed as the bidder is complying to all of the RFQ's terms and conditions.**

PURCHASE DEPARTMENT
MEDICAL & HEALTH UNIT

LIST OF 12 ITEMS **ANNEXURE-1**

DESCRIPTION: BASIC ARTHROSCOPIC INSTRUMENTS

1) Coblation system with foot pedal & power cable -1 No
2) Shoulder: super turbo vac 90- 2 No
3) Knee – Saber 30 - 2 No
   - Topaz micro debrider -1 No
   - Super Multivac – 50 - 2No
   - Paragon T2 – 1 No
4) Marlin Scissors - 1 No
5) Mantal ,Up 15° -1 No
6) Swordfish, straight - 1 No
7) Jaws Great White Grasper -1 No
8) Toothless Shark grasper -1 No
9) Liverpool Knot Pusher, Single Hole -1 No
10) Probe straight -1 No
11) Lobster Claw Suture Grasper -1 No
12) Clear – cut Magnum Wire Suture Cutter. – 1 No

TECHNICAL SPECIFICATION OF BASIC ARTHROSCOPIC INSTRUMENTS

Coblation System

It should work on coblation technology.

It should work on 100 KHz and at temperature of 40°C to 70°C.

It should sense the instrument using and set the power level automatically.

It should be able to change the power level even though it is preset.

It should be able to control for the ablation power level using foot switch.

Thermal penetration should be between 100-200 microns.

It should have multi electrode for better performance.

It should have an ablation rate of 4.2gm/min

Suction rate should be 230ml/min.

It should have temperature feedback facility which provides accurate, real time temperature measurements of the operative environment by using visual and audio indicators.

It should be able to use for tendons and fascia.

It should be have 50° angled probes for better posterior access of knee.

The probes should have suction facility.

It should be have automatic timer setting in treating tendons and fascia.

It should have automatic scope saving technology.

The probes should be malleable.

It should be have a locator on the handle which allows surgeons to properly orient the electrode.

It should have option of Probes with finger switch and wireless footswitch.

It should have FDA APPROVAL

It should have CE Mark.

The probes should function for minimum 2 to 4 weeks.

Arthroscopic Instruments Specification

All punches should have Double Tooth.

Instruments should have pin less hinges which work in integral pivot hinge system.

Graspers should have trigger locking mechanism.

Should have ergonomic handle with pear shaped back loop.

The names and description of each instrument should be etched down the back of the handle.

Probes should have 5mm makings on shaft.

Instruments should have CE mark on it.

Should have Life time warranty for defects in material or workmanship.

Instructions for submission of Bids at HAL's e-procurement portal

1. The Tender (bids) should be submitted through e-Procurement Portal of Hindustan Aeronautics Limited (https://eproc.hal-india.com or link to e-Procurement portal through www.hal-india.com). Contractors need to get registered with HAL e-Procurement portal to submit their bids online. Bidders should have Class III Digital Signature Certificate (DSC) and should also register with HAL's e-procurement Portal, for submission of Bids.

2. Class III Digital Signature Certificate (DSC) with organization name is a mandatory requirement for suppliers to participate in e-Procurement activities. Class III DSC may be obtained from any of the Certifying Authority(CA's) (Visit-http://cca.gov.in for further details):

Suppliers/ Contractors have to obtain Class III DSC from any of the CA's and then register in the HAL e-Procurement portal for participation in e-tender.
For e-Tender related queries & difficulty in document uploading, you may contact at the following e-mail id /Phone Nos.
ephelpdesk@hal-india.com / Ph. Nos. - +91 80 40482133, 22323697/98
Alternatively, you may also contact: Deputy Manager (Purchase) Tel: +91-80- 22328050.
e-mail: cmimm.medical@hal-india.com

3. Bidders are also requested to go through instructions/ user manual hosted in HAL e-procurement portal for submission of bids.

4. The bids should be submitted in TWO BID System [Techno-Commercial (Un-priced) bid and Price Bid] as per the instructions given at RFQ document.
(Note: Each document size (attachment size of document) for uploading in e-procurement portal is restricted to 5MB. If the size of the document is more than 5 MB, you are requested to Zip /split the file and submit as applicable.)

5.Offer submitted through e-procurement portal will only be considered.

6. Submission of Tender Document Fee & EMD (Earnest Money Deposit), if applicable: Strictly as per the instructions given in RFQ document.

7. The tender (bids) should be submitted online at website https://eproc.hal-india.com only on or before the due date and time specified in the tender. The server date and time as appearing on the HAL e-Procurement portal (https://eproc.hal-india.com) will only be considered for the cut-off date and time for receipt of tenders.

8. HAL will not be responsible for the cost incurred in preparation & submission of bids including the cost towards obtaining digital certificate.

9. Bidders shall be required to arrange all resources including Digital Signature Certificate (DSC) and Internet connections at their own cost for participating in online tenders at https://eproc.hal-india.com. HAL shall not be responsible for any delays whatsoever in receiving as well submitting offer (online), including connectivity issues.

PURCHASE DEPARTMENT
MEDICAL & HEALTH UNIT
HAL (BC)

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